

SUMMARY OF TESTIMONY

Edward J. Cadieux, Director, Regulatory Affairs for Brooks, testified on behalf of the Applicant. He authenticated his pre-filed testimony, and testified that the Application and its attachment are true and correct to the best of his knowledge. He further testified that Brooks currently is certified to provide intrastate dedicated special and private line services in the State of Oklahoma. The purpose of the above entitled Application is to request Commission approval for Brooks to provide intrastate, switched local exchange telecommunication services in the exchanges served by SWBT and GTE in the State of Oklahoma. In the event Brooks decides to expand its services into areas served by an independent telephone company, Brooks will file an application to expand its service area. BFC of Tulsa intends to offer all forms of switched intrastate services, in addition to the special access/private line services which it already offers, both on an intrastate and interstate basis. Most notably, this includes switched local exchange (i.e., "dialtone") service. It would also include various services which are ancillary to local exchange service -- e.g., custom calling and "CLASS" type services, and Centrex-type services, switched access services and resold toll services. If and to the extent that the BFC companies provide resold toll services in Oklahoma, they will comply with any applicable requirements under the Commission's orders related to the "High Cost Fund". Further, he testified that Brooks has substantial experience in the telecommunications industry, evidenced by its current operations, and that a review of the documents submitted will confirm that Brooks clearly possesses the technical, managerial and financial resources to provide local exchange telecommunication service. Mr. Cadieux confirmed that Brooks intends to comply with all state and federal rules and regulations.

Kimberly J. Horn, General Manager of Brooks Fiber Communications of Tulsa, Inc., described the company's operations in the Tulsa area, and testified in support of the application. Ms. Horn stated that BFC of Tulsa's network is approximately 150 miles in length and traverses multiple exchanges. The network is comprised primarily of a combination of fiber optics, but contains microwave transmission segments as well. BFC is in the process of upgrading the Tulsa network from an asynchronous platform to a synchronous network transmission platform. Upon the completion of this migration process, the Tulsa network will contain 'self-healing' elements over its

high speed fiber optic lines, which will act to minimize outages in the event of a network disaster. BFC's attention and investment in state-of-the-art transmission and fiber optics network infrastructure will enhance the attractiveness of the Tulsa area to prospective corporations looking to relocate to a site where they will have access to high speed telecommunications facilities. In this way, BFC is enhancing economic development of the Tulsa area. BFC of Tulsa offers various types of fiber-optic based dedicated interstate and intrastate telecommunications services. Generally, these services can be categorized as private line (i.e., end-user to end-user) services and special access (e.g., end-user to interexchange carrier) services. These dedicated services are offered at the DO 0, DS 1, and DS 3 transmission levels. BFC of Tulsa offers various types of fiber-optic based dedicated interstate and intrastate telecommunications services. Generally, these services can be categorized as private line (i.e., end-user to end-user) services and special access (e.g., end-user to interexchange carrier) services. These dedicated services are offered at the DO 0, DS 1, and DS 3 transmission levels. In addition to the dedicated services which are already being offered, BFC of Tulsa intends to offer all types of switched telecommunications services, and services that are generally considered ancillary to the provision of switched services. Most notably, this would include switched local exchange ("diakone") service. It would also include, but not necessarily be limited to, services such as ISDN (Basic Rate and Primary Rate), Centrex, customized network features for voice services, switched access service and resold toll services. BFC plans to install a Lucent Technologies (formerly a division of AT&T) SESS digital switch to provide the services described. In her opinion, the Applicant possesses the managerial, technical and financial ability to provide high quality switched intrastate services in Oklahoma, and this application should be approved.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Commission finds that it has jurisdiction over the above entitled cause pursuant to Art. IX, Section 18 of the Oklahoma Constitution, 17 O.S. (1995) Section 131 *et seq.*, and OAC 165:55. Further, the Commission finds that Brooks has complied with the notice requirements, including notice by publication, prescribed by 17 O.S. Sections 132 and 133 and by the Commission in Order No. 401721. The Commission further finds that the Application and pre-filed testimony, along with all Attachments, and Amendments should be admitted into the record. Further, the

Commission finds that judicial notice should be taken of Brooks' past and current operations in Oklahoma. The Commission finds that based on the evidence presented, Brooks' officers and management personnel have experience and managerial skills in the telecommunication business and therefore possesses that technical, managerial and financial resources to provide local exchange telecommunication services in the State of Oklahoma. Further, the Commission finds that no objections to Brooks' application have been filed with the Commission. The Commission further finds the granting of this application to be in the public interest. Therefore, the Commission finds that Brooks' Application should be granted and that Brooks should be granted a Certificate of Public Convenience and Necessity to provide local exchange telecommunication services in the State of Oklahoma, limited to the exchanges served by SWBT and GTE. Further, the Commission finds that Brooks has at least One Million Dollars (\$1,000,000) in assets in the State of Oklahoma and therefore should not be required to post a surety bond nor a line of credit.

Further, the Commission finds that ninety (90) days prior to Brooks' proposed implementation date, Brooks should submit its initial proposed tariffs and service territory designations to Staff for review. Staff should have sixty (60) days from the date Brooks submits its proposed tariff to Staff to review the proposed tariffs and advise Brooks of any dispute associated with the proposed initial tariffs. If a dispute does exist, Staff may without notice and hearing seek a Commission order suspending the tariff at least thirty (30) days prior to Brooks' proposed effective date. Further, Staff should advise Brooks within sixty (60) days of receipt of the initial proposed service territory designations, of any concerns Staff may have with the proposed service territory. If the parties are unable to resolve the dispute, any party may file a proceeding with the Commission. Brooks should file its proposed tariff and service territory designations with the Commission Court Clerk office at least sixty (60) days prior to the proposed effective date. Brooks shall deliver copies of its proposed tariff and service territory designation to all intervenors sixty (60) days prior to its proposed effective date. All parties shall have thirty (30) days from the date of Brooks' filing to object to its proposed filing. All substantial revisions to Brooks' proposed tariffs and service territory designations should be made within thirty-five (35) days of the filing of the tariffs with the Commission's Court Clerk's office. Staff and intervenors should have five (5) days to object to any

proposed substantial tariff or service territory modification. Subsequent local exchange tariffs and service territory designations should be filed and processed as provided for in the rules of the Commission, OAC 165.55, in effect at the time of filing.

ORDER

IT IS THEREFORE THE ORDER OF THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA that the Application of Brooks Fiber Communications of Tulsa, Inc., for a Certificate of Public Convenience and Necessity to provide local exchange telecommunication services in the State of Oklahoma within the Southwestern Bell and GTE Southwest local exchange areas is hereby approved.

IT IS FURTHER THE ORDER OF THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA that Brooks shall submit its proposed local exchange service tariffs and proposed service territory designation to Staff at least ninety (90) days prior to the proposed effective date. Staff shall advise Brooks of any concerns it may have regarding the proposed tariffs and service territory designation within sixty (60) days of receipt. All substantial revisions to the tariffs and/or service territory designations shall be made within thirty-five (35) days of the initial filing of the tariffs and service territory designation with the Court Clerk's Office. If Staff, Brooks and/or any intervenor are unable to resolve a dispute with the tariffs, Staff or an intervenor may request that the tariffs be suspended. If Staff and Brooks are unable to resolve a dispute regarding the service territory designation, either party may file a proceeding with the Commission seeking resolution of the issue.

IT IS FURTHER THE ORDER OF THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA that Brooks shall file a copy of its proposed tariffs and service territory designation in the Commission's Court Clerk's Office at least sixty (60) days prior to Brooks' proposed effective date. Brooks shall also deliver a copy of its proposed tariffs and service territory designation to all intervenors at least sixty (60) days prior to Brooks' proposed effective date. Staff and intervenors shall have thirty (30) days to object to the filing and five (5) days to object to any substantial tariff or service territory designation revisions. Further, any subsequent tariff and/or

service territory designation changes shall be filed by Brooks and processed in accordance with the rules in effect at the time of the filing.

IT IS FURTHER THE ORDER OF THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA that all of the findings of the Commission are hereby adopted.

CORPORATION COMMISSION OF OKLAHOMA

Cody L. Graves
CODY L. GRAVES, CHAIRMAN

Bob Anthony
BOB ANTHONY, VICE-CHAIRMAN

Ed Apple
ED APPLE, COMMISSIONER

DONE AND PERFORMED this 28th day of August, 1996.

BY ORDER OF THE COMMISSION:

Charlotte W. Flanagan
Charlotte W. Flanagan, Commission Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing Findings, Conclusions and Order are the Report and Recommendation of the Administrative Law Judge.

Robert E. Goldfield
Robert E. Goldfield
Administrative Law Judge

August 22, 1996
Date

**COMPETITIVE
GENERAL EXCHANGE CARRIER
SERVICES
OF
BROOKS FIBER COMMUNICATIONS
OF TULSA, INC.**

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

LOCAL EXCHANGE TARIFF

CHECK SHEET

All Pages included in this tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title Page	Original	2.26	Original	8.3	Original
Sheet 1	Original	2.27	Original	9.1	Original
Sheet 2	Original	2.28	Original	9.2	Original
Sheet 3	Original	2.29	Original	9.3	Original
Sheet 4	Original	2.30	Original	10.1	Original
Sheet 5	Original	2.31	Original	10.2	Original
1.1	Original	2.32	Original	10.3	Original
1.2	Original	2.33	Original	10.4	Original
1.3	Original	2.34	Original	10.5	Original
1.4	Original	2.35	Original	10.6	Original
1.5	Original	3.1	Original	10.7	Original
2.1	Original	3.2	Original	10.8	Original
2.2	Original	3.3	Original	10.9	Original
2.3	Original	3.4	Original	10.10	Original
2.4	Original	3.5	Original	10.11	Original
2.5	Original	4.1	Original	10.12	Original
2.6	Original	4.2	Original	10.13	Original
2.7	Original	4.3	Original	10.14	Original
2.8	Original	5.1	Original	10.15	Original
2.9	Original	5.2	Original	10.16	Original
2.10	Original	5.3	Original	11.1	Original
2.11	Original	5.4	Original	11.2	Original
2.12	Original	5.5	Original	11.3	Original
2.13	Original	5.6	Original	12.1	Original
2.14	Original	5.7	Original	12.2	Original
2.15	Original	5.8	Original	12.3	Original
2.16	Original	6.1	Original	12.4	Original
2.17	Original	6.2	Original	12.5	Original
2.18	Original	6.3	Original	13.1	Original
2.19	Original	6.4	Original	13.2	Original
2.20	Original	7.1	Original	13.3	Original
2.21	Original	7.2	Original	13.4	Original
2.22	Original	7.3	Original	14.1	Original
2.23	Original	7.4	Original	14.2	Original
2.24	Original	8.1	Original	14.3	Original
2.25	Original	8.2	Original	14.4	Original

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

TABLE OF CONTENTS

		<u>SHEET NO.</u>
CHECK SHEET		1
TABLE OF CONTENTS		2
EXPLANATION OF SYMBOLS		4
APPLICATION OF TARIFF		5

<u>SECTION</u>		<u>PAGE NO.</u>
1	DEFINITIONS	1.1
2	RULES AND REGULATIONS	2.1
3	SERVICE CONNECTION CHARGES	3.1
4	LOCAL EXCHANGE SERVICES	4.1
5	GATEWAY SI SERVICES	5.1
6	RESIDENTIAL SERVICE OFFERING	6.1
7	DIRECTORY LISTINGS	7.1
8	GATEWAY SA SERVICES	8.1
9	MESSAGE TOLL SERVICE	9.1
10	GATEWAY CUSTOM EXCHANGE SERVICE (CES)	10.1
11	GATEWAY OMNISERV DIGITAL EXCHANGE SERVICE	11.1
12	INTEGRATED SERVICE DIGITAL NETWORK (ISDN)	12.1
13	MISCELLANEOUS SERVICES	13.1
	13.1 PRESUBSCRIPTION	13.2
	13.2 VANITY NUMBERS	13.2

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

TABLE OF CONTENTS (Continued)

<u>SECTION</u>		<u>PAGE NO.</u>
13	13.3 INDIVIDUAL CASE BASIS (ICB)	13.2
	13.4 SPECIAL CONSTRUCTION	13.3
	13.5 TEMPORARY PROMOTIONAL PROGRAMS	13.4
	13.6 NUMBER RETENTION	13.4
14	OPERATOR SERVICES	14.1

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

EXPLANATION OF SYLMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS
USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (AT) - means addition to text.
- (C) - means a correction.
- (CP) - means to change in practice.
- (CR) - means a change in rate.
- (CT) - means change in text.
- (DR) - means discontinued rate.
- (FC) - means a change in format lettering or numbering.
- (MT) - means moved text.
- (NR) - means new rate.
- (RT) - means removal of text.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Brooks Fiber Communications of TULSA, Inc., hereinafter referred to as the "Company", to Customers within the local exchange service area defined herein.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

DEFINITIONS

1. 1. Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forwarding Don't Answer: Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

Call Forwarding Remote: Automatically redirects all incoming calls to the called telephone number to a predesignated telephone number.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Trace: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

DEFINITIONS - (Continued)

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Line Identification: Displays the caller's name and telephone number from which the call is originating, before the called party answers the phone.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

Communications Services: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: Brooks Fiber Communications of Tulsa, Inc., which is the issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within Tulsa; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Changeable Speed Calling: Allows a subscriber to establish a speed calling list, each of which is associated with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changing of a speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the customer dials an activating code, receives a second dial tone and dials either a one or two digit code, plus the telephone number.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Deny Terminating: Allows customer to automatically block incoming calls from up to 10 customer preselected telephone numbers (including numbers from which a customer has just received a call).

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

DEFINITIONS - (Continued)

Callers whose numbers have been blocked will hear a recorded message.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Station, by-passing a central answering point.

Distinctive Ring: Differentiates incoming calls from up to ten customer preselected telephone numbers by signaling the customer with a distinctive ringing pattern.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency (DTMF): The pulse type employed by tone dial Station sets.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Holidays: New Year's Day (January 1), Memorial Day (third Monday in May, Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day.

Hunting:

Sequential Hunting: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

Circular Hunting: A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

DEFINITIONS - (Continued)

Kbps: Kilobits, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, denotes millions of bits per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription - 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Regular Business Hours: 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

DEFINITIONS - (Continued)

Remote Activation of Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

User: A customer or any other person authorized by the Customer to use service provided under this tariff.

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

TABLE OF CONTENTS

	<u>PAGE NO.</u>
2. REGULATIONS	
2.1 Undertaking the Company	2.2
2.1.1 Scope	2.2
2.1.2 Shortage of Equipment Facilities	2.2
2.1.3 Terms and Conditions	2.3
2.1.4 Liability of the Company	2.5
2.1.5 Notification of Service-Affecting Activities	2.13
2.1.6 Provision of Equipment & Facilities	2.13
2.1.7 Non-routine Installation	2.15
2.1.8 Ownership of Facilities	2.15
2.2 Prohibited Uses	2.15
2.3 Obligations of the Customer	2.15
2.3.1 General	2.15
2.3.2 Claims	2.18
2.4 Customer Equipment and Channels	2.18
2.4.1 General	2.19
2.4.2 Station Equipment	2.19
2.4.3 Interconnection of Facilities	2.20
2.4.4 Inspections	2.21
2.5 Payment Arrangements	2.22
2.5.1 Payment for Service	2.22
2.5.2 Billing and Collection of Charges	2.24
2.5.3 Disputed Bills	2.25
2.5.4 Advance Payments	2.25
2.5.5 Deposits	2.26
2.5.6 Discontinuance of Service	2.27
2.6 Allowances for Interruptions in Service	2.31
2.6.1 Credit for Interruptions	2.31
2.6.2 Limitations on Allowance	2.32
2.6.3 Use of Alternative Service Provided by the Company	2.32
2.7 Cancellation of Service	
2.7.1 Cancellation of Application for Service	2.33
2.7.2 Cancellation of Service by the Customer	2.33
2.8 Transfers and Assignments	2.34
2.9 Notices and Communications	2.35

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations2.1 Undertaking of the Company:2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the Company's certificated area in the state of OKLAHOMA under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. In any event, termination charges shall not exceed sixty-five percent (65%) of the remaining charges under the term specified in each Service Order. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions (Continued)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of OKLAHOMA without regard for the State's choice of laws provisions.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)2.1 Undertaking of the Company (Continued.)2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)2.1 Undertaking of the Company (Continued.)2.1.4 Liability of the Company (Continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties..
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)2.1 Undertaking of the Company (Continued.)2.1.4 Liability of the Company (Continued)

2.1.4.6 (continued)

operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and
- patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)

2.1 Undertaking of the Company (Continued.)

2.1.4 Liability of the Company (Continued)

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017

GENERAL EXCHANGE SERVICE

2. Regulations (Continued)2.1 Undertaking of the Company (Continued.)2.1.4 Liability of the Company (Continued)

2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to

ISSUED: August 8, 1996

EFFECTIVE: October 8, 1996

By: D. Craig Young, President
425 Woods Mill Road, Ste. 300
Town & Country, MO 63017